

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

PLASTER TENDER:
PLASTER TENDER
PLASTER CLEAN-UP LABORER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And its affiliated Laborers' Local Union 1184

And

Western Wall And Ceiling Contractor's Association, Inc.

Changes from the 2000-2005 Plaster Tenders' Master Agreement

(SUBJECT TO RATIFICATION BY THE ASSOCIATION AND UNION)

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Chief's Office

2005-2008 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 2 of 10

Additions reflected in italicized bold underline. ~~Strikeout items indicate deletions~~

1. Term of Agreement

All dates to conform with three (3) year agreement effective August 3, 2005, through August 5, 2008.

2. Amend Preamble, to reflect:

LABORERS' LOCAL UNION 1184

3. Amend Article I (Recognition), Paragraph A, to reflect:

..., the Contractor shall sign an agreement, pursuant to Section 9(a) of the National Labor Relations Act, recognizing the Union as such...

4. Amend Article I (Recognition), Paragraph C, to read:

...that as to such former or suspended member, the provisions of Article XVIII and XIX shall not apply ...

5. Amend Article III (Subcontracting, Employee Rights, Union Standards and Work Preservation), NEW ITEM Paragraph E to read:

The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union. [added pursuant to Addendum entered into in 2002]

6. Amend Article IV (Registration For Work and Referral Procedure), Paragraph A (8), Add the following to the end of the existing paragraph:

It is agreed by the parties that the sponsorship of an employee, to be classified as an apprentice by the Contractor, will be contingent upon the potential employee meeting all requirements for admission into the Southern California Plaster Tenders Apprenticeship Program that non-sponsored applicants are expected to meet.

7. Article IV (Registration For Work and Referral Procedure), Paragraph A, NEW subparagraph (11) to read:

The parties recognize that planning for manpower needs is a critical responsibility for both the Contractor and the Union. To help ensure a constant supply of available workmen, the Contractor shall notify the Union by mail or facsimile no sooner than ten (10) days nor later than forty-eight

2005-2008 Plaster Tenders' Master Agreement
Memorandum of Agreement
Page 10 of 10

Southern California District Council of Laborers


Mike Quevedo, Jr.
Business Manager

8/20
Date

Western Wall and Ceiling Contractor's
Association, Inc.


Ian Hendry

8/11/05
Date

Laborers' Local 1184


John L. Smith
Business Manager

8/11/05
Date

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**ADDENDUM TO LABOR AGREEMENT
BETWEEN
WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.
AND
SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

Western Wall & Ceiling Contractors Association, Inc., California Laborers Conference, ("Contractor") and the Southern California District Council of Laborers and its affiliated Local Union No. 1184 ("Union"), are parties to the Plaster Tenders' Master Agreement ("Agreement"), effective August 2, 2000 through August 5, 2003, and agree to amend the Agreement, as follows:

1. Term and Termination

Article XX. The Agreement is extended to August 2, 2005. Change "2003" to "2005" throughout Article XX."

2. Future Increases

Article VI A and B. Add the following:

"Effective August 6, 2003 - Future increase of \$1.09 per hour on all classifications.*

"Effective August 4, 2004 - Future increase of \$1.14 per hour on all classifications.*

"The Union may elect, at its option, upon giving sixty (60) days' written notice prior to August 1 of each year, to allocate the increase indicated to (1) the hourly basic wage rate, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Supplemental Dues, (6) C.C.C., (7) Apprenticeship Training, (8) Administrative Trust, (9) any combination thereof."

3. Subcontracting

Article III. Add as new subsection E:

"The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union.

4. Coverage

Article XVI B. Add the following to the end of the first paragraph:

"Plaster Tenders shall tend the Plasterer in performing all decorative rock, waterfall, fireproofing and theme park work."

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AFFILIATED WITH
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

4399 SANTA ANITA AVENUE, SUITE 204
EL MONTE, CALIFORNIA 91731
TELEPHONE (626) 350-6800



ANGEL SAMBRANO, SR.
PRESIDENT

TONY R. HOFFMAN
SECRETARY-TREASURER

MIKE QUEVEDO, JR.
BUSINESS MANAGER

AFFILIATED LOCALS

BAKERSFIELD
LOCAL 220

BURBANK
LOCAL 345

CARSON
LOCAL 882

CENTRAL COAST
LOCAL 402

EL MONTE
LOCAL 1092

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 507

LOS ANGELES
LOCAL 300

POMONA
LOCAL 606

RIVERSIDE-IMPERIAL
COUNTIES
LOCAL 1184

SAN BERNARDINO-
INYO-MONO COUNTIES
LOCAL 783

SAN DIEGO
LOCAL 89

SANTA ANA
LOCAL 652

SANTA BARBARA
LOCAL 591

VENTURA
LOCAL 585

WILMINGTON
LOCAL 802

To: Raida
Department of Industrial Relations

From: Mike Quevedo, Jr.

Date: December 10, 2003

Re: Plaster Tenders Agreement covering
12 Southern California Counties

In response to your request, we are faxing the
following to you:

1. Addendum to the above-referenced agreement which extended the term of the agreement to August 2, 2005 and which sets forth the increases for August 6, 2003 and August 4, 2004.
2. Notice to Contractors dated July 1, 2003 which sets forth the allocation of the increase effective August 6, 2003.

Please call if you have any questions.

Total pages faxed: 8

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DEC 10 2003

Div. of Labor Statistics & Research
Chief's Office

JUL 28 2000

PLASTER TENDERS' MASTER AGREEMENT

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT made and entered into this 2nd of August, 2000 and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS affiliated with the L.I.U.N.A., AFL-CIO, and its affiliated LABORERS' LOCAL UNION, hereinafter referred to as the Union, and the Western Wall and Ceiling Contractor's Association, Inc., hereinafter referred to as "Association." The Association enters into this Agreement on behalf of the California Laborers Conference hereinafter referred to as "Contractor."

WHEREAS, in an endeavor of all parties to stabilize conditions in the Plastering Industry for the purpose of affording mutual protection to both the Contractor and employee, and to advance the interest of, and promote harmony among Contractors and employees represented by the Union; and in consideration of the mutual covenants contained in this Agreement, each to be sustained and practiced by the respective parties and for other good and valuable consideration, the parties mutually pledge that they will cooperate in good faith to carry out the terms of this Agreement.

ARTICLE I
RECOGNITION

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors signatory hereto over whom the Union has jurisdiction. Upon the Union furnishing proof by means of signed authorization cards by a majority of an individual Contractor's employees over whom the Union has jurisdiction that the employees designate the Union as their representative for purposes of bargaining on wages, hours and conditions of employment, the Contractor shall sign an agreement recognizing the Union as such. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

B. The Union hereby recognizes the California Laborers Conference of the Western Wall & Ceiling Contractors Association, Inc., as the sole and exclusive bargaining representative for its members, present and future, who are or who become signatory to this Agreement, and agrees that during the term of this Agreement it, individually or collectively, will not negotiate or enter any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each Contractor who is a member of the Association or who has designated the Association as its bargaining representative, with the same force and effect as if this Agreement were entered into by each member individually. All eligible and/or signatory members of the Association are and shall continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of the Contractor's membership and remain in force for and during the term of this Agreement, including any interpretation and/or modification during the contractual term, provided, however, that as to such former or suspended member, the provisions of Article XVIII shall not apply from the time when such member resigns or is suspended from the Association.

ARTICLE XIII HOLIDAYS

A. The following days are recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Friday after Thanksgiving and Christmas Day. If any of the above holidays fall on Sunday, the following Monday shall be considered a legal holiday. At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

B. Work on any of the above days shall be paid for at the Holiday rate, two (2) times the regular rate. No work shall be required on these days recognized as legal holidays, except in cases of extreme urgency or when life or property is in imminent danger.

ARTICLE XIV MISCELLANEOUS PROVISIONS

A. Favored Nations Clause. The Union shall not sign any agreement with Employers of Plaster Tenders in this area giving more favorable terms or working rules than those established under this Agreement.

B. All Inclusive Agreement. This Agreement and any attached addenda contain all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either part has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein.

C. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. The parties may negotiate special project agreements when necessary to assure the work opportunities of the employees and the competitive position of Individual Contractors. The Union agrees to negotiate with any Individual Contractor who is a member of the Association on any project so long as the Contractor is negotiating the same terms and conditions with the Operative Plasterers & Cement Masons International Association Local and the United Brotherhood of Carpenters and Joiners of America Local in the relevant area. If such negotiation results in a special project agreement, the same agreement applies to all Association members for that Agreement and the Union agrees to notify the Association of any such special project agreement.

D. If the job is shut down and the employees are required to leave because of unsafe or dirty conditions due to the fault of the Contractor, those employees shall be paid for time lost.

ARTICLE XV BOND

A. Posting of Bond

All contractors shall be required to post a bond with the Joint Conference Board, or a Trustee designated by the Joint Conference Board, which bond shall be furnished through